



1811 W. Airline Highway LaPlace, LA 70068 (985) 652-9569

PROFESSIONAL SERVICES AGREEMENT BETWEEN ST JOHN THE BAPTIST PARISH AND POSTLETHWAITE & NETTERVILLE and ASSOCIATES, L.L.C. FOR FISCAL AUDITOR

WHEREAS, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for Fiscal Auditor with Postlethwaite & Netterville and Associates, L.L.C., at the December 28, 2021 meeting.

NOW THEREFORE, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for Fiscal Auditor.

This **Agreement** is made and entered into on this day of <u>December</u>, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "PARISH"), represented by Jaclyn Hotard, Parish President, and **Postlethwaite & Netterville and Associates, L.L.C.**, **8550 United Plaza Blvd #1001**, **Baton Rouge**, **LA 70809** (hereinafter referred to as "CONTRACTOR") represented by Brandy Smith, do hereby enter into this "**Agreement**" under the following terms and conditions.

SCOPE OF SERVICES

The services to be performed by **CONTRACTOR** for **PARISH** under this **Agreement** ("Services") are set out in **Exhibit A: Statement of Work,** incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work.**

TERM OF AGREEMENT

The initial contract shall be effective the years ending December 31, 2021 through December 31, 2023. Upon written mutual **Agreement** between the Parish Council and the **CONTRACTOR**, this contract may be renewed for two additional years. The successful Proposer will begin work without unreasonable delay and without suspension of work unless authorized in writing by the **PARISH**.

AMENDMENT

This **Agreement** may be amended by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council. In the event **CONTRACTOR** is no longer providing a Service set out in **Exhibit A: Statement of Work**, **CONTRACTOR** will provide reasonable notice to **PARISH** that the Service is being discontinued and shall seek consent from the **PARISH** to amend **Exhibit A: Statement of Work**, which consent shall not be unreasonably withheld.

PAYMENT TERMS

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **CONTRACTOR** in accordance with its fee schedule listed in **Exhibit B**: **Pricing Schedule**.

All payments must be approved by the **Chief Financial Officer**, hereinafter called the **DIRECTOR**, and all deliverables, etc. shall be submitted to him and all approval and administration of this **Agreement** shall be through him.

INSURANCE

CONTRACTOR shall meet or exceed the **PARISH**'s Insurance Requirements as listed in **Exhibit C**: **Insurance Requirements**.

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **DIRECTOR** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc.

TAXES

CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **CONTRACTOR**'s obligation. **CONTRACTOR** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The PARISH may terminate this Agreement for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of this Agreement, provided that PARISH shall give the CONTRACTOR written notice specifying the CONTRACTOR's failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **CONTRACTOR** may terminate this **Agreement** for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this **Agreement**, provided that the **CONTRACTOR** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **CONTRACTOR** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this **Agreement** by the **CONTRACTOR**, and **PARISH** may withhold any payments to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **CONTRACTOR** is determined.

TERMINATION FOR CONVENIENCE

PARISH may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **CONTRACTOR** of its intent to terminate this **Agreement**. The **CONTRACTOR** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

CONTRACTOR may terminate this **Agreement** at any time by giving one-hundred twenty (120) days written notice to the **PARISH** of its intent to terminate this **Agreement**.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **CONTRACTOR** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR**'s expense, at termination or expiration of this **Agreement**. Notwithstanding the foregoing, Capital One may retain copies of such records, reports, documents, and other materials delivered to **CONTRACTOR** by **PARISH** as required by applicable laws and regulations.

NON-ASSIGNABILITY

CONTRACTOR shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **CONTRACTOR** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

AUDITORS

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **CONTRACTOR** which relate to this **Agreement**.

TERMS

The **DIRECTOR** shall notify the **CONTRACTOR** in writing to undertake the Services stated in Exhibit A, and the **CONTRACTOR** shall commence the Services within ten (10) days after receipt of such notification.

The work required to complete all tasks shall automatically terminate upon satisfactory completion of all Services and obligations described herein, unless extended by Amendment.

INDEMNITY

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **CONTRACTOR**.

GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the Parties hereto that the **CONTRACTOR** is entering into this **Agreement** in the capacity of an independent **CONTRACTOR**. While in the performance of Services or carrying out other obligations under this **Agreement**, the **CONTRACTOR** shall be acting in the capacity of independent **CONTRACTOR**s and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, **CONTRACTOR** or corporation for any obligations of the **CONTRACTOR** arising from the performance of their Services under this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the Parties hereto. This **Agreement** being for the personal services of the **CONTRACTOR**, shall not be assigned or subcontracted in whole or in part by the **CONTRACTOR** as to the Services to be performed hereunder without the written consent of the **PARISH**.

Notwithstanding the foregoing, nothing herein shall prohibit **CONTRACTOR** from arranging for Services to be performed or provided by a third-party service provider, vendor, or processor ("Service Provider"). **CONTRACTOR**'s use of a Service Provider shall not relieve Bank of its obligations under this **Agreement**, and Bank shall be responsible for all aspects of the Services performed by its Service Providers.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

VENUE

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **CONTRACTOR** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trail and appropriate Appellate courts.

NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the Parties may substitute by written notice, by giving at least 7 days' notice of such change.

If to Parish:	If to Contractor:		
ATTN: Jaclyn Hotard	Postlethwaite & Netterville and Associates, L.L.C. Attn: Brandy Smith		
St. John the Baptist Parish 1811 W. Airline Hwy.	8550 United Plaza Blvd #1001		
LaPlace, Louisiana 70068	Baton Rouge, LA 70809		

DISCRIMINATION CLAUSE

The **CONTRACTOR** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **CONTRACTOR** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

SIGNATURES ON FOLLOWING PAGE

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:	PARISH:
	ST. JOHN THE BAPTIST PARISH
× 2~	Addy Wh
SIGNATURE	By: Jaclyn Hotard
	Parish President
Deshanda Firmin PRINT NAME	
WITNESS:	CONTRACTOR:
2/1 1/01	Postlethwaite & Netterville and Associates, L.L.C
They O Vebore	Brosh
SIGNATURE	By: Brandy Smith
	Director
PHILLE W KEROWE	

PRINT NAME

Exhibit A Statement of Work

The **CONTRACTOR** will provide the following services to the **PARISH**. The **CONTRACTOR** will work with the Chief Financial Officer in providing said services.

The **CONTRACTOR** shall perform a financial and A-133 audit (when required) of St. John the Baptist Parish.

The **CONTRACTOR** shall perform the examination and express an opinion on all the **PARISH**'s funds in accordance with generally accepted auditing standards (GAAS) as set forth by the American Institute of Certified Public Accountants (AICPA), the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, Office of Management and Budget (OMB) Circular A-133, and any specific requirements of grantor agencies. It will be the responsibility of the **CONTRACTOR** to be knowledgeable of the requirements and to submit the report(s) therein.

The **CONTRACTOR** will prepare the Schedule of Expenditures of Federal Awards (SEFA) (if necessary) and all applicable compliance and internal control reviews required by the U.S. General Accounting Office's (GAO) Government Auditing Standards and OMB Circular A-133, including the Data Collection Form (SF-SAC) and the electronic filing of the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.

The **CONTRACTOR** will prepare all working papers related to GASB Statement Number 68, Accounting and Financial Reporting for Pensions, and GASB Statement Number 71, Pension Transition for Contributions Made Subsequent to the Measurement Date.

Performance of Services

The following services are required:

1. St. John the Baptist Parish's records shall be audited for the years ending December 31st. The years consist of 2021 through 2023, with the option to renew for two additional years.

The objectives of the audits are as follows:

- To have the CONTRACTOR express an opinion about whether the financial statements
 are fairly presented, in all material respects, in conformity with U.S. generally
 accepted accounting principles and to report on the fairness of the additional
 information, as required, when considered in relation to the financial statements
 taken as a whole.
- The objective also includes reporting on internal controls related to the financial statements and compliance with laws and regulations; noncompliance with which could have a material effect on the financial statements in accordance with the U.S.

General Accounting Office's (GAO) Government Auditing Standards, Office of Management and Budget (OMB) Circular A-133, and any specific requirements of grantor agencies (if necessary). The audit should include tests of accounting records and other procedures considered necessary to enable the expression of such an opinion and to render the required reports.

- 2. The **PARISH** requests the **CONTRACTOR** to prepare all working papers related to GASB Statement Number 68, Accounting and Financial Reporting for Pensions, and GASB Statement Number 71, Pension Transition for Contributions Made Subsequent to the Measurement Date.
- 3. The **PARISH** expects to receive from the **CONTRACTOR** assistance throughout the year in terms of answers to accounting, reporting, and/or internal control matters.
- 4. The **PARISH** expects to receive a master PBC list of items required for the audit at a pre-audit meeting. Detailed lists of items tested are expected to be received in a timely manner.
- 5. The PARISH expects to receive a draft audit report and trial balances/grouping schedules for the PARISH's review at least two (2) weeks prior to the due date. Upon conclusion of the audit, and prior to issuance, the CONTRACTOR shall meet with the PARISH at an exit conference to discuss the audit findings and provide recommendations for improving the PARISH's internal controls. Such observations and recommendations must be summarized in writing.
- 6. After completion of the audit, the **CONTRACTOR** shall attend a regularly scheduled **PARISH** Council meeting to discuss the audit.
- C. Delivery Schedule

The following delivery schedule is expected to be met:

- 1. The **CONTRACTOR** must be completed and issued prior to June 30th of each year.
- 2. The **CONTRACTOR** shall deliver twelve (12) bound copies of final audit reports to the **PARISH** along with an electronic copy of all reports and of all final trial balances and adjusting entries (if any).
- 3. The **CONTRACTOR** shall directly submit all required documents to the Louisiana Legislative Auditor in a timely fashion, and by the due date of June 30th. The **CONTRACTOR** will provide documentation of such submissions to the **PARISH**.

Reports may be submitted earlier than the schedule above. However, if the **CONTRACTOR** fails to make delivery of the audit reports within the time schedule specified herein, or if the **CONTRACTOR** delivers audit reports that do not conform to all of the provisions of this contract, the **PARISH** may, by written notice of default to the **CONTRACTOR**, terminate the whole or any part of this **Agreement**.

Exhibit B PRICE SCHEDULE

SERVICE	2021	2022	2023
An opinion audit	\$74.375	\$77.370	\$80,450
A Uniform Guidance (A-133) audit	\$16,000	\$16,000	\$16,000
GASB Numbers 68 and 71	\$9.500	\$9.500	\$9,500
TOTAL:	\$99.875	\$102,870	\$105.950

The above estimate for the Uniform Guidance (A-133) service assumes two (2) federal grant programs will be audited as major programs. Additional major programs will result in charges of \$8,500 per program.

The Louisiana Legislative Auditor has prescribed the Statewide Agreed Upon-Upon Procedures that will be effective for St. John for the year ended December 31,2021. Our fees for this service will not exceed \$15,000. In the event that the Statewide Agreed Upon-procedures requirement continues for the years ending in December 31, 2022 and 2023, our fees will not exceed \$15,000 for each year.

These fees are based on our understanding of the scope of services to be performed as outlined in the request for proposals. Should your structure or scope change, P&N reserves the right to amend these fee estimates.

The proposed fees are all inclusive; we understand the firm will not be reimbursed for any travel, per diem, photocopying, telephone bills, or other related expenses of the engagement unless incurred at the specific request of St. John. We make ourselves available for routine consultation, questions, and phone calls, and we do not charge additional fees for these services.

HOURS AND TEAM MEMBERS

Based upon the scope of work, P&N anticipates the following number of team members and hours to complete the engagement.

LEVEL	NUMBER OF TEAM MEMBERS	HOURLY RATE	TOTAL NUMBER OF HOURS BY LEVEL IN 2021	TOTAL NUMBER OF HOURS BY LEVEL IN	TOTAL NUMBER OF HOURS BY LEVEL IN
			2021	2022	2023

Director	1	\$295	75	75	75
Associate Director/ Manager	1	\$170	110	110	110
Senior	1	\$110	205	205	205
Staff	2	\$100	365	365	365
TOTAL:	5	\$675	755	755	755

Included in the professional fees schedule above is an estimated 3% increase in hourly rates for 2022 and 2023.

FEE SCHEDULE FOR ADDITIONAL SERVICES

Should matters arise that are unexpected and not part of the services identified within this proposal we will discuss with you prior to incurring any additional costs. If it should become necessary for St. John to request additional services to either supplement the services requested in the RFP or to perform additional work outside the scope defined in this proposal, then any such work shall be performed only if set forth in an addendum to the contract between St. John and P&N.

Our standard hourly rates are as follows:

Director	\$275	-	390
Associate Director	\$195	-	275
Manager	\$150	-	200
Senior	\$120	-	165
Staff	\$95	-	120

PAYMENTS

The **CONTRACTOR** shall submit detailed, monthly invoice for services provided and the associated cost for each of those services to the **DIRECTOR** on the first of the month for the completed contracted work from the previous month. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR'S** approval.

FUNDS

Compensation for the requested services will be based on project fund source requirements.

EXHIBIT C Insurance Requirements

CONTRACTOR shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **CONTRACTOR** may perform the work hereunder, with such carriers as shall be acceptable to Council:

A) <u>Statutory Workman's Compensation</u> covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **CONTRACTOR** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

- 1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
- 2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
- 3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
- 4. No excluded classes of personnel or employees shall be allowed on Council's premises.

B) <u>Commercial General Liability, including:</u>

- 1. Contractual liability assumed by this Agreement.
- 2. Owner's and **CONTRACTOR's** Protective Liability (if **CONTRACTOR** is a General **CONTRACTOR**).
- 3. Personal and advertising liability.
- 4. Completed operations.
- Medical Payments.

The limits for "B" above shall not be less than:

- 1. \$1,000,000 each occurrence limit.
- 2. \$2,000,000 general aggregate limits other than products completed operations.
- 3. \$1,000,000 personal and advertising injury limit.
- 4. \$1,000,000 products/completed operations aggregate limit.
- 5. \$50,000 fire damage limit.
- 6. \$5,000 medical expense limit (desirable but not mandatory).
- 7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
- 8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
- 9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

C) <u>Comprehensive Automobile Liability</u> covering all owned, hired and other non-owned vehicles of the **CONTRACTOR**.

The limits for "C" above shall not be less than:

- 1. \$1,000,000 CSL
- 2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.
- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **CONTRACTOR** shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the **Agreement**. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is changed or canceled.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this **Agreement**. Yearly, a copy of such license shall be provided to the Director of Purchasing.

RESOLUTION

On the 7th day of December, 2021, a vote was taken by the Executive Committee of Postlethwaite and Netterville (A Professional Accounting Corporation) and the following business was conducted.

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Executive Committee of the above corporation does hereby authorize Brandy Smith, Director, to negotiate on the terms and conditions that he/she may deem advisable, a contract or contracts with St. John the Baptist Parish Government, to execute said documents on behalf of the corporation, and further we do hereby give him/her power and authority to do all things necessary to implement, maintain, amend or renew said documents.

The above resolution was passed by a majority of the Executive Committee and the vote was held in accordance with the Bylaws and Articles of Incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Executive Committee of Postlethwaite and Netterville, (A Professional Accounting Corporation).

Subscribed and sworn before me, a Notary Public

For the Parish of East Baton Rouge, State of Louisiana

On the

Ry

Notary Public

Brandon A. Lagarde
Notary Public
Parish of Ascension
State of Louisiana
My Commission is for Life
LA Bar Roll No. 29302

Daniel A. Gardiner, Jr.

Title: Chief Executive Officer

ST. JOHN THE BAPTIST PARISH COUNCIL STATE OF LOUISIANA

RESOLUTION R21-181

Councilman Wright proposed and Councilman Madere seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO AWARD THE FISCAL AUDITOR TO POSTLETHWAITE & NETTERVILLE AND ASSOCIATES, L.L.C.

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, Postlethwaite & Netterville and Associates, L.L.C. of Baton Rouge, LA was the only proposal submitted that was reviewed and scored by the Source Selection Committee; and,

WHEREAS, services will include conducting a financial and A-133 Audit and will be funded through various departments.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to execute the Professional Services Agreement between St. John the Baptist Parish and Postlethwaite & Netterville and Associates, L.L.C.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Becnel, Houston, Malik, Arcuri, Wright

NAYS: None ABSTAIN: None

ABSENT: Duhe-Griffin, Schnyder, Torres

And, the resolution was declared adopted on this, the 28th day of December 2021.

Council Chairman

Council Chairman

Secretary

Approved: X

Parish President

CERTIFICATE

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 28^{th} day of $\underline{\text{December}}$ 2021.

Signed at Laplace, Louisiana this

day of

2021.



Jackie Landeche Secretary